

1 Ted Luymes (Cal. Bar no. 150351)
2 TED LUYMES LAW FIRM
3 140 South Lake Ave., Suite 349
4 Pasadena, California 91101
5 Tel: (626) 993-7000
6 *ted@tedlawfirm.com*

7
8 Attorneys for Plaintiff,
9 MARIA CARMELA CONDE

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA CARMELA CONDE,

Plaintiff,

v.

OXGORD INCORPORATED, a
California corporation, and DOES 2 –
10, inclusive.

Defendants.

Case No. 2:17-cv-01952-CAS-JC

**STIPULATED PROTECTIVE
ORDER**

**[CHANGES MADE BY COURT TO
PARAGRAPHS 1C, 2.1, 3, 7.2h, 8, 9c,
12.3 & EXHIBIT A]**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than prosecuting and defending this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures

1 or responses to discovery and that the protection it affords from public disclosure
2 and use extends only to the limited information or items that are entitled to
3 confidential treatment under applicable legal principles.

4
5 **B. GOOD CAUSE STATEMENT**

6 This action is likely to involve the disclosure of confidential trade secrets,
7 including, but not limited to: (a) the identity of supplier(s) for the allegedly
8 infringing material; (b) the supplier's communications with the parties, including
9 pricing information; (c) defendant's strategies to compete with other sellers on
10 Amazon.com and other ecommerce platforms; and (d) profit and loss data for the
11 sale of allegedly infringing product(s). The parties acknowledge that both sides
12 regard this information as confidential and protect it from public disclosure.
13 Indeed, the public disclosure of such information may expose valuable research,
14 development, commercial, financial, technical and/or proprietary information for
15 which special protection from public disclosure and from use for any purpose
16 other than prosecution of this action is warranted. Such confidential and
17 proprietary materials and information consist of, among other things, confidential
18 business or financial information, information regarding confidential business
19 practices, or other confidential research, development, or commercial information
20 (including information implicating privacy rights of third parties), information
21 otherwise generally unavailable to the public, or which may be privileged or
22 otherwise protected from disclosure under state or federal statutes, court rules,
23 case decisions, or common law. Accordingly, to expedite the flow of information,
24 to facilitate the prompt resolution of disputes over confidentiality of discovery
25 materials, to adequately protect information the parties are entitled to keep
26 confidential, to ensure that the parties are permitted reasonable necessary uses of
27 such material in preparation for and in the conduct of trial, to address their
28 handling at the end of the litigation, and serve the ends of justice, a protective

1 order for such information is justified in this matter. It is the intent of the parties
2 that information will not be designated as confidential for tactical reasons and that
3 nothing be so designated without a good faith belief that it has been maintained in
4 a confidential, non-public manner, and there is good cause why it should not be
5 part of the public record of this case.

6
7 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING**
8 **UNDER SEAL**

9 The parties further acknowledge, as set forth in Section 12.3, below, that
10 this Stipulated Protective Order does not entitle them to file confidential
11 information under seal. Rather, when the parties seek permission from the court
12 to file material under seal, the parties must comply with Civil Local Rule 79-5
13 and with any pertinent orders of the assigned District Judge and Magistrate Judge.

14 There is a strong presumption that the public has a right of access to judicial
15 proceedings and records in civil cases. In connection with non-dispositive
16 motions, good cause must be shown to support a filing under seal. See *Kamakana*
17 *v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v.*
18 *Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v.*
19 *Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
20 protective orders require good cause showing), and a specific showing of good
21 cause or compelling reasons with proper evidentiary support and legal
22 justification, must be made with respect to Protected Material that a party seeks to
23 file under seal. The parties' mere designation of Disclosure or Discovery Material
24 as CONFIDENTIAL does not - without the submission of competent evidence by
25 declaration, establishing that the material sought to be filed under seal qualifies as
26 confidential, privileged, or otherwise protectable - constitute good cause.

27 Further, if a party requests sealing related to a dispositive motion or trial,
28 then compelling reasons, not only good cause, for the sealing must be shown, and

1 the relief sought shall be narrowly tailored to serve the specific interest to be
2 protected. See *Pintos v. Pacific Creditors Ass’n.*, 605 F.3d 665, 677-79 (9th Cir.
3 2010). For each item or type of information, document, or thing sought to be
4 filed or introduced under seal in connection with a dispositive motion or trial, the
5 party seeking protection must articulate compelling reasons, supported by specific
6 facts and legal justification, for the requested sealing order. Again, competent
7 evidence supporting the application to file documents under seal must be provided
8 by declaration.

9 Any document that is not confidential, privileged, or otherwise protectable
10 in its entirety will not be filed under seal if the confidential portions can be
11 redacted. If documents can be redacted, then a redacted version for public
12 viewing, omitting only the confidential, privileged, or otherwise protectable
13 portions of the document, shall be filed. Any application that seeks to file
14 documents under seal in their entirety should include an explanation of why
15 redaction is not feasible.

16 17 **2. DEFINITIONS**

18 2.1 Action: *Maria Carmela Conde v. Osgood Corporation* U.S.D.C. Case No.
19 2:17-cv-01952-CAS-JC.

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
21 information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
23 is generated, stored or maintained) or tangible things that qualify for protection
24 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
25 Cause Statement.

26 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
27 support staff).

28 ///

1 2.5 Designating Party: a Party or Non-Party that designates information or items
2 that it produces in disclosures or in responses to discovery as

3 “CONFIDENTIAL.”

4 2.6 Disclosure or Discovery Material: all items or information, regardless of the
5 medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced
7 or generated in disclosures or responses to discovery in this matter.

8 2.7 Expert: a person with specialized knowledge or experience in a matter
9 pertinent to the litigation who has been retained by a Party or its counsel to serve
10 as an expert witness or as a consultant in this Action.

11 2.8 House Counsel: attorneys who are employees of a party to this Action.
12 House Counsel does not include Outside Counsel of Record or any other outside
13 counsel.

14 2.9 Non-Party: any natural person, partnership, corporation, association or other
15 legal entity not named as a Party to this action.

16 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
17 this Action but are retained to represent or advise a party to this Action and have
18 appeared in this Action on behalf of that party or are affiliated with a law firm that
19 has appeared on behalf of that party, and includes support staff.

20 2.11 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and
22 their support staffs).

23 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.13 Professional Vendors: persons or entities that provide litigation support
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or
28 medium) and their employees and subcontractors.

1 2.14 Protected Material: any Disclosure or Discovery Material that is designated
2 as “CONFIDENTIAL.”

3 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
4 from a Producing Party.

5
6 **3. SCOPE**

7 The protections conferred by this Stipulation and Order cover not only
8 Protected Material (as defined above), but also (1) any information copied or
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or
10 compilations of Protected Material; and (3) any testimony, conversations, or
11 presentations by Parties or their Counsel that might reveal Protected Material,
12 other than during a court hearing or at trial.

13 Any use of Protected Material during a court hearing or at trial shall be
14 governed by the orders of the presiding judge. This Order does not govern the use
15 of Protected Material during a court hearing or at trial.

16
17 **4. DURATION**

18 Once a case proceeds to trial, information that was designated as
19 CONFIDENTIAL or maintained pursuant to this protective order used or
20 introduced as an exhibit at trial becomes public and will be presumptively
21 available to all members of the public, including the press, unless compelling
22 reasons supported by specific factual findings to proceed otherwise are made to
23 the trial judge in advance of the trial. See *Kamakana*, 447 F.3d at 1180-81
24 (distinguishing “good cause” showing for sealing documents produced in
25 discovery from “compelling reasons” standard when merits-related documents are
26 part of court record). Accordingly, the terms of this protective order do not extend
27 beyond the commencement of the trial.

28 ///

1 **5. DESIGNATING PROTECTED MATERIAL**

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection
4 under this Order must take care to limit any such designation to specific material
5 that qualifies under the appropriate standards. The Designating Party must
6 designate for protection only those parts of material, documents, items or oral or
7 written communications that qualify so that other portions of the material,
8 documents, items or communications for which protection is not warranted are
9 not swept unjustifiably within the ambit of this Order. Mass, indiscriminate or
10 routinized designations are prohibited. Designations that are shown to be clearly
11 unjustified or that have been made for an improper purpose (e.g., to unnecessarily
12 encumber the case development process or to impose unnecessary expenses and
13 burdens on other parties) may expose the Designating Party to sanctions.

14 If it comes to a Designating Party's attention that information or items that it
15 designated for protection do not qualify for protection, that Designating Party
16 must promptly notify all other Parties that it is withdrawing the inapplicable
17 designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in this
19 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for
21 protection under this Order must be clearly so designated before the material is
22 disclosed or produced.

23 Designation in conformity with this Order requires:

24 (a) For information in documentary form (e.g., paper or electronic documents,
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that
26 the Producing Party affix at a minimum, the legend "CONFIDENTIAL"
27 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
28 material. If only a portion of the material on a page qualifies for protection, the

1 Producing Party also must clearly identify the protected portion(s) (e.g., by
2 making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection
4 need not designate them for protection until after the inspecting Party has
5 indicated which documents it would like copied and produced. During the
6 inspection and before the designation, all of the material made available for
7 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
8 identified the documents it wants copied and produced, the Producing Party must
9 determine which documents, or portions thereof, qualify for protection under this
10 Order. Then, before producing the specified documents, the Producing Party must
11 affix the "CONFIDENTIAL legend" to each page that contains Protected
12 Material. If only a portion of the material on a page qualifies for protection, the
13 Producing Party also must clearly identify the protected portion(s) (e.g., by
14 making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identifies the
16 Disclosure or Discovery Material on the record, before the close of the deposition
17 all protected testimony.

18 (c) for information produced in some form other than documentary and for any
19 other tangible items, that the Producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the
21 legend "CONFIDENTIAL." If only a portion or portions of the information
22 warrants protection, the Producing Party, to the extent practicable, shall identify
23 the protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
25 to designate qualified information or items does not, standing alone, waive the
26 Designating Party's right to secure protection under this Order for such material.

27 ///

28 ///

1 Upon timely correction of a designation, the Receiving Party must make
2 reasonable efforts to assure that the material is treated in accordance with the
3 provisions of this Order.

4 5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
7 of confidentiality at any time that is consistent with the Court's Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
9 process under Local Rule 37-1 *et seq.*

10 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint
11 stipulation pursuant to Local Rule 37-2.

12 6.4 The burden of persuasion in any such challenge proceeding shall be on the
13 Designating Party. Frivolous challenges, and those made for an improper purpose
14 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
15 expose the Challenging Party to sanctions. Unless the Designating Party has
16 waived or withdrawn the confidentiality designation, all parties shall continue to
17 afford the material in question the level of protection to which it is entitled under
18 the Producing Party's designation until the Court rules on the challenge.

19 20 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is
22 disclosed or produced by another Party or by a Non-Party in connection with this
23 Action only for prosecuting, defending or attempting to settle this Action. Such
24 Protected Material may be disclosed only to the categories of persons and under
25 the conditions described in this Order. When the Action has been terminated, a
26 Receiving Party must comply with the provisions of section 13 below (FINAL
27 DISPOSITION). Protected Material must be stored and maintained by a
28 Receiving Party at a location and in a secure manner that ensures that access is

1 limited to the persons authorized under this Order.

2 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
3 ordered by the court or permitted in writing by the Designating Party, a Receiving
4 Party may disclose any information or item designated “CONFIDENTIAL” only
5 to:

6 a. the Receiving Party’s Outside Counsel of Record in this Action, as well as
7 employees of said Outside Counsel of Record to whom it is reasonably necessary
8 to disclose the information for this Action;

9 b. the officers, directors, and employees (including House Counsel) of the
10 Receiving Party to whom disclosure is reasonably necessary for this Action;

11 c. Experts (as defined in this Order) of the Receiving Party to whom disclosure
12 is reasonably necessary for this Action and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 d. the court and its personnel;

15 e. court reporters and their staff;

16 f. professional jury or trial consultants, mock jurors, and Professional Vendors
17 to whom disclosure is reasonably necessary for this Action and who have signed
18 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 g. the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information;

21 h. during their depositions, witnesses, and attorneys for witnesses, in the
22 Action to whom disclosure is reasonably necessary provided: (1) the deposing
23 party requests that the witness sign the “Acknowledgment and Agreement to Be
24 Bound” form attached as Exhibit A hereto; and (2) they will not be permitted to
25 keep any confidential information unless they sign the “Acknowledgment and
26 Agreement to Be Bound” attached as Exhibit A, unless otherwise agreed by the
27 Designating Party or ordered by the court. Pages of transcribed deposition
28 testimony or exhibits to depositions that reveal Protected Material may be

1 separately bound by the court reporter and may not be disclosed to anyone except
2 as permitted under this Stipulated Protective Order; and

3 i. any mediator or settlement officer, and their supporting personnel, mutually
4 agreed upon by any of the parties engaged in settlement discussions.

5
6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation that
9 compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must:

- 11 a. promptly notify in writing the Designating Party. Such notification shall
12 include a copy of the subpoena or court order;
- 13 b. promptly notify in writing the party who caused the subpoena or order to
14 issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification shall
16 include a copy of this Stipulated Protective Order; and
- 17 c. cooperate with respect to all reasonable procedures sought to be pursued by
18 the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served
20 with the subpoena or court order shall not produce any information designated in
21 this action as “CONFIDENTIAL” before a determination by the court from which
22 the subpoena or order issued, unless the Party has obtained the Designating
23 Party’s permission, or unless otherwise required by the law or court order. The
24 Designating Party shall bear the burden and expense of seeking protection in that
25 court of its confidential material and nothing in these provisions should be
26 construed as authorizing or encouraging a Receiving Party in this Action to
27 disobey a lawful directive from another court.

28 ///

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 a. The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as “CONFIDENTIAL.” Such information
5 produced by Non-Parties in connection with this litigation is protected by the
6 remedies and relief provided by this Order. Nothing in these provisions should be
7 construed as prohibiting a Non-Party from seeking additional protections.

8 b. In the event that a Party is required, by a valid discovery request, to produce
9 a Non-Party’s confidential information in its possession, and the Party is subject
10 to an agreement with the Non-Party not to produce the Non-Party’s confidential
11 information, then the Party shall:

12 1. promptly notify in writing the Requesting Party and the Non-Party that
13 some or all of the information requested is subject to a confidentiality agreement
14 with a Non-Party;

15 2. promptly provide the Non-Party with a copy of the Stipulated Protective
16 Order in this Action, the relevant discovery request(s), and a reasonably specific
17 description of the information requested; and

18 3. make the information requested available for inspection by the Non-Party, if
19 requested.

20 c. If a Non-Party represented by counsel fails to commence the process called
21 for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice
22 and accompanying information or fails contemporaneously to notify the
23 Receiving Party that it has done so, the Receiving Party may produce the Non-
24 Party’s confidential information responsive to the discovery request. If an
25 unrepresented Non-Party fails to seek a protective order from this court within 14
26 days of receiving the notice and accompanying information, the Receiving Party
27 may produce the Non-Party’s confidential information responsive to the discovery
28 request. If the Non-Party timely seeks a protective order, the Receiving Party

1 shall not produce any information in its possession or control that is subject to the
2 confidentiality agreement with the Non-Party before a determination by the court
3 unless otherwise required by the law or court order. Absent a court order to the
4 contrary, the Non-Party shall bear the burden and expense of seeking protection in
5 this court of its Protected Material.

6 7 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 If a Receiving Party learns that, by inadvertence or otherwise, it has
9 disclosed Protected Material to any person or in any circumstance not authorized
10 under this Stipulated Protective Order, the Receiving Party must immediately (a)
11 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
12 best efforts to retrieve all unauthorized copies of the Protected Material, (c)
13 inform the person or persons to whom unauthorized disclosures were made of all
14 the terms of this Order, and (d) request such person or persons to execute the
15 “Acknowledgment and Agreement to Be Bound” attached hereto as Exhibit A.

16 17 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR** 18 **OTHERWISE PROTECTED MATERIAL**

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other
21 protection, the obligations of the Receiving Parties are those set forth in Federal
22 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
23 whatever procedure may be established in an e-discovery order that provides for
24 production without prior privilege review. Pursuant to Federal Rule of Evidence
25 502(d) and (e), insofar as the parties reach an agreement on the effect of
26 disclosure of a communication or information covered by the attorney-client
27 privilege or work product protection, the parties may incorporate their agreement
28 in the stipulated protective order submitted to the court.

1 **12. MISCELLANEOUS**

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
3 person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order, no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on
8 any ground to use in evidence of any of the material covered by this Protective
9 Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
11 Material must comply with Civil Local Rule 79-5 and with any pertinent orders of
12 the assigned District Judge and Magistrate Judge. If a Party's request to file
13 Protected Material under seal is denied by the court, then the Receiving Party may
14 file the information in the public record unless otherwise instructed by the court.
15

16 **13. FINAL DISPOSITION**

17 After the final disposition of this Action, as defined in paragraph 4, within
18 60 days of a written request by the Designating Party, each Receiving Party must
19 return all Protected Material to the Producing Party or destroy such material. As
20 used in this subdivision, "all Protected Material" includes all copies, abstracts,
21 compilations, summaries, and any other format reproducing or capturing any of
22 the Protected Material. Whether the Protected Material is returned or destroyed,
23 the Receiving Party must submit a written certification to the Producing Party
24 (and, if not the same person or entity, to the Designating Party) by the 60 day
25 deadline that (1) identifies (by category, where appropriate) all the Protected
26 Material that was returned or destroyed and (2) affirms that the Receiving Party
27 has not retained any copies, abstracts, compilations, summaries or any other
28 format reproducing or capturing any of the Protected Material. Notwithstanding

1 this provision, Counsel are entitled to retain an archival copy of all pleadings,
2 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
3 correspondence, deposition and trial exhibits, expert reports, attorney work
4 product, and consultant and expert work product, even if such materials contain
5 Protected Material. Any such archival copies that contain or constitute Protected
6 Material remain subject to this Protective Order as set forth in
7 Section 4 (“DURATION”)
8

9 **14. VIOLATION**

10 Any violation of this Order may be punished by appropriate measures including,
11 without limitation, contempt proceedings and/or monetary sanctions.
12

13 IT IS SO STIPULATED BY AND THROUGH COUNSEL OF RECORD.
14

15 DATED: August 28, 2017

TED LUYMES LAW FIRM

16 By: _____/s/

17 Ted H. Luymes
18 Attorney for Plaintiff

19 DATED: September 5, 2017

LAW OFFICE OF ARYEH KAUFMAN

20 By: _____/s/

21 Aryeh Kaufman
22 Attorney for Defendant

23 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED AS MODIFIED.
24

25 DATED: October 6, 2017

_____/s/

26 Hon. Jacqueline Chooljian,
27 U.S. Magistrate Judge
28

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3
4 I, _____ [print or type full name], of
5 _____[print or type full address], declare under
6 penalty of perjury that I have read in its entirety and understand the Stipulated
7 Protective Order that was issued by the United States District Court for the
8 Central District of California on [date] in the case of *Maria Carmela Conde v.*
9 *Oxgord Corporation* U.S.D.C. Case No. 2:17-cv-01952-CAS-JC.

10 I agree to comply with and to be bound by all the terms of this Stipulated
11 Protective Order and I understand and acknowledge that failure to so comply
12 could expose me to sanctions and punishment in the nature of contempt. I
13 solemnly promise that I will not disclose in any manner any information or item
14 that is subject to this Stipulated Protective Order to any person or entity except in
15 strict compliance with the provisions of this Order. I further agree to submit to the
16 jurisdiction of the United States District Court for the Central District of
17 California for enforcing the terms of this Stipulated Protective Order, even if such
18 enforcement proceedings occur after termination of this action.

19 I hereby appoint _____ [print or type full name] of
20 _____ [print or type full address and
21 telephone number] as my California agent for service of process in connection
22 with this action or any proceedings related to enforcement of this Stipulated
23 Protective Order.

24 Date: _____

25 City and State where sworn and signed: _____

26 Printed name:

27 Signature: _____